Harborage Boat Storage Area (HBSA) Rules

The intent of the following rules is to maintain an orderly and neat appearing area within the Harborage. Since there is limited space, violation of the rules will result in removal of the offending items. As used in these rules, the Harborage Owners' Association may be referred to as the "Harborage," "HOA" or "THOA," and the storage yard may be referred to as the "yard", "storage lot", or "HBSA."

1. All items in the yard must be properly registered, insured and display the appropriate Harborage decal. Additionally, watercraft launched into lakes within the Harborage must be disclosed to the Director of the HBSA, and all trailers used to launch boats into lakes within the Harborage must display a Harborage decal.

2. The yard is a space-available area. Owners of Harborage residences with delinquent dues are not eligible for space within the HBSA. Storage is based on a first come-first serve basis. Common courtesy is expected with regard to the parking of vehicles and trailers.

3. Once nearing capacity, the HBSA will be for the storage of watercraft and watercraft trailers only due to limited availability of spaces. Motor vehicles, enclosed trailers, campers, and motor homes will be prohibited. All watercraft and watercraft trailers stored in the HBSA must have current and valid vehicle registrations and insurance. License plates must be displayed in accordance with the state of registration.

4. All watercraft trailers must be maintained and in a roadworthy condition. If the trailer would not be permitted on the road, it is not acceptable in the yard. Examples of unacceptable trailers include but are not limited to the following: missing or flat tires, missing or broken hitches, broken lights, broken reflectors, ripped or rotten bunks, bent or otherwise broken guideposts, bent trailer frames, excessively rusted watercraft trailers, and destroyed wiring.

5. All vessels must be seaworthy, operable and in good condition possessing the following: a sound hull, a method of propulsion (if appropriate), and all significant parts attached and operable. Examples of 'unacceptable' vessels include but are not limited to the following: missing engines, cracked or holed hulls, ripped or tattered Bimini tops, etc.

6. Any item stored with a cover must maintain the cover tightly secured and not ripped or shredded. Torn covers or covers not completely attached are considered 'unacceptable'.

7. No stored item may block access to any of the three gates, the boat ramp, or any other space in the lot.

8. No watercraft, watercraft trailer or any item in the HBSA will be used to store trash, junk or debris.

9. Residents will be permitted one (1) item, *i.e.* watercraft and/or watercraft on a trailer, if there is a vacancy in the HBSA, to accommodate their item. Storage of a secondary item within the confines of an allotted space, such as a jet ski and/or jet ski trailer, is permitted as long as these item(s) are applied for using the Vessel & HBSA Decal request form and have current and valid registration(s) and insurance(s).

10. In order to obtain a storage space in the HBSA, a Harborage decal must be applied for and purchased for each watercraft trailer stored within the HBSA using Vessel & HBSA Decal Request Form.

11. Decal prices will be $130.00/yr. for a resident's first space. In the rare event that a second space has been allocated to a resident and/or item(s) over 25 feet in total length (*i.e.*, tip trailer tongue to engine if to ever be stored with boat) are stored in the HBSA, the decal price will be $510 per year.

12. Access to the HBSA and boat ramp will be provided to Harborage homeowners via the myQ Community app. or other means that may become available in the future.

13. Irrespective of when the space is assigned, registration for the space must be renewed each year in the month of August. The Board shall have discretion on whether or not to pro rate a registration fee on an application made later during the year.

14. The funds collected from the HBSA decals and HBSA Gate Transponder will be used by the HOAB solely for securing, maintaining and upkeep of the HBSA under specific the HOA Budget item.

15. The Board will define specific areas for any items allowed in the area. Harborage homeowners with an assigned space must remain within this designated space. The Board has the right to move an item at any time for the purpose of maintenance or other activities associated with HBSA operations.

16. Absolutely no personal automobiles and/or trucks, or items used for commercial purposes or displaying commercial signage may be stored in the lot.

17. Only items with designated spaces may be parked in the HBSA. Tow vehicles may <u>not</u> be parked in the HBSA when connected to a trailer item unless both items fit within the item's assigned space(s). Empty spaces shall never be occupied by an item unless that space is assigned to the item. When items are launched from the ramp, day spaces are designated within the common areas along the road between the lakes. No item may remain in a said day space area for more than 24 consecutive hours. This rule is intended to ensure that that no one will occupy another person's space when that item is temporarily removed from the HBSA.

18. In the event you purchase a new item, you must register that item with the Harborage prior to re-entering the HBSA in your defined space.

19. Stored items must be owned by a Harborage owner/resident and a copy of the vehicle's registration must match the property resident's name. Use of the boatyard is solely for Harborage homeowners and/or their dependents residing within a Harborage residence.

20. The owner/resident must be in good standing with all THOA dues and assessments being paid in full.

21. Any owners/residents in violation of these rules will be given fourteen (14) days to correct any issue and/or problem. Any uncorrected violations may result in the item in violation being removed with all charges being assessed against the owner and may result in the forfeiture of the owner's space.

22. In the event that you sell or cease leasing and residing in your Harborage property, your Decal(s) shall be removed, and Decal(s) and transponder will be transferred back to the Harborage. Fees paid, but not accrued will be forfeited.

23. The Harborage makes no warranties, express or implied, as to the condition of the HBSA (including ramps, roadways, walkways, and related items) or the suitability of the assigned space to and owner/resident.

24. By using the HBSA, constitutes an agreement by the user to release the Harborage and the Harborage's agents and insurers from any loss, damage (direct, indirect, incidental or consequential), expense or injury (collectively "Injury") to owner/resident, any other person, or property arising out of or in connection with use of the HBSA, whether such Injury is caused by or through the acts or omissions of the Harborage or by any other cause whatsoever, including the Harborage's negligence, except any Injury which results from the Harborage's gross negligence or willful misconduct. The foregoing release shall include, but not be limited to, Injuries due in whole or in part to (unless any such Injury results from gross negligence or willful misconduct of the Harborage or any Harborage agent):

    - accident, fire, theft, vandalism, collision, Harborage equipment failure, or other cause or causes beyond the reasonable control of the Harborage, or any combination of the same;

    - emergency, natural disaster, hurricane, tropical storm, high winds, windstorm, rain, rising water, water damage, flying debris, Act of God, or destruction of structure;

    - damage of any type to the any property from any animals, birds or insects, domestic or wild which may enter the Harborage grounds, docks, or property, with or without the knowledge of the Harborage whether or not Harborage has in force any device to repel, capture, or are trying to catch, trap, repel, eradicate, or remove any animals, birds or insects from Harborage's property;

    - damage, theft or destruction of the owners'/residents' property or contents of the thereof;

    - damage to the owners'/residents' property or the contents thereof from hauling or launching; or

    - damage to the owners'/residents' property or the contents thereof from other property in the HBSA.

25. THE HBSA IS TO BE USED AT THE SOLE RISK OF OWNER/RESIDENT, AND OWNER/RESIDENT HEREBY ASSUMES SUCH RISK, EXCEPT ANY SUCH RISKS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE HARBORAGE OR ANY HARBORAGE AGENT. OWNER/RESIDENT UNDERSTANDS THAT THE HARBORAGE DOES NOT CARRY OR MAINTAIN ANY INSURANCE COVERAGE FOR THE PROTECTION OF OWNER/RESIDENT OR THEIR PROPERTY.

26. IN THE EVENT THE HARBORAGE HAS LIABILITY TO AN OWNER/RESIDENT BASED HEREUNDER OR FOR ANY CAUSE WHATSOEVER, INCLUDING THE HARBORAGE'S NEGLIGENCE, THE HARBORAGE'S LIABILITY IS LIMITED TO, AND SHALL NOT EXCEED, (1) AN AMOUNT EQUAL TO THE STORAGE FEES PAYABLE BY OWNER/RESIDENT HEREUNDER OR (2) FEES FOR ONE STORAGE YEAR, WHICHEVER IS LOWER.

27. Owner/resident and owner's/resident's agents, represent that each will abide by the terms hereof and will prudently use, operate, maintain, and care for their property in the HBSA to avoid risk of harm and hazard to their property, the HBSA and environs, and other persons and property. The conduct at the HBSA of owner/resident, any member of owner's/resident's family and any of owner's/resident's employees, agents, guests, invitees, licensees and others acting by, through, or under owner/resident (the "owner's agents") shall be the sole responsibility of owner/resident. Conduct by owner/resident or owner's/resident's agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the Harborage shall, at the option of the Harborage, be cause for immediate termination of owner's/resident's use of the HBSA.

    Owner/resident shall be responsible for and shall promptly, upon demand, pay the Harborage for any damage caused to the HBSA by owner/resident, the owner's/resident's property or any owner's/resident's agents. Owner/resident shall, in and around the HBSA, comply with all laws, rules and regulations concerning the protection of the environment and pay the Harborage for any damage, expense or liability incurred by the Harborage due to owner's/resident's or any owner's/resident's agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by owner/resident or any owner's/resident's agents. Owner/resident shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of or surrounding the HBSA. The costs for which owner/resident may be responsible including, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Harborage Agents, and any legal fees incurred in defense of any violations. Owner/resident shall be responsible for reporting and cleaning up any such release. Owner shall report any release to the Harborage Board of Directors and shall keep the Harborage informed on a frequent (not less than daily basis) of owner's/resident's actions with respect to any clean up. If the Harborage is not satisfied, in Harborage's sole discretion, with owner's/resident's actions in reporting and cleaning up a release, the Harborage may take any action it deems appropriate regarding the release, at owner's/resident's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in these rules.

28. No business may be conducted in the HBSA.

29. Owner/resident acknowledges that any security service or surveillance equipment provided by the Harborage is a courtesy only and that the Harborage bears no liability or responsibility in the event that owner's/resident's or owner's/resident's property's security is breached, unless such security is breached as a result of the Harborage's or any of the Harborage's Agent's gross negligence or willful misconduct. Any and all surveillance footage depicting an incident such as a collision may be shared with law enforcement for the purpose of filing a report for insurance purposes. Footage will not be shared with residents.

30. These rules may be amended from time to time as deemed advisable by the HOA Board.